

## **IMPORTANT NOTICE!!**

If you download these materials and wish to be added to the proposer contact list send an email to:

Jayne McMahan [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)

Information to be provided:

- “RFP#1572 Human Resources Executive Recruiting Services” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website <http://www.springfield-or.gov/RFPFAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.



# **Request for Proposal #1572**

## **Human Resources Executive Recruiting Services**

City of Springfield  
Human Resources Department  
Springfield, OR

NOVEMBER 16, 2015

**CITY OF SPRINGFIELD  
OREGON**

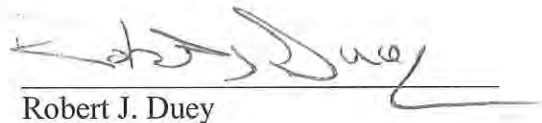
**Request for Proposals #1572  
Human Resources Executive Recruiting Services**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 15th of December, 2015 and opened at 2:00 p.m. local time the same day, for proposals regarding Human Resources Executive Recruiting Services. Sealed proposals must be marked "**RFP#1572: Human Resources Executive Recruiting Services**" along with the proposers company name and address.

The City is seeking a consultant with an expertise in Human Resources Executive Recruitment Services to search for a new Human Resources Director who is retiring in early summer 2016.

Proposal packets are available on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP#1572: Human Resources Executive Recruiting Services*) or by contacting Jayne McMahan at (541)726-3708 or by email: [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov)

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.



Robert J. Duey  
Finance Director  
City of Springfield, OR

Publication Schedule:

The Register Guard: November 16, 2015

Daily Journal of Commerce November 16, 2015

## **General Information**

The City of Springfield, Oregon operates under the Council/Manager form of government, with a six member city council, and a city-elected Mayor. Springfield currently employs approximately 420 FTEs and operates with an annual budget of \$347.1 million. The organization is made up of departments that design, operate, and maintain city-owned facilities and equipment; protect lives and property by enforcing laws and preventing crimes; encourage economic development and revitalization through community partnerships.

The City of Springfield is in the process to begin the search for a new Human Resources Director who is retiring in early summer 2016.

### **I. Overall Project Description and Scope of Work**

The City is seeking a consultant with an expertise in Human Resources Executive Recruitment Services; ideally the firm's experience and expertise will include human resources director searches in cities of a comparable size. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions, and recommendations.

The consultant will be responsible for providing the following services to the City:

1. Develop a recruiting specification, in conjunction with the City Manager and other key individuals selected by the City, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the Human Resources Director position.
2. Coordinate all stages of the process with the City Manager and key staff.
3. Create, communicate, and facilitate a process for engaging the organization and key stakeholders in the pre-selection process including other City executive directors, human resources staff, unions, and general city staff.
4. Translate the City's requirements into a detailed recruitment brochure.
5. Conduct a search that includes recruiting activities such as targeted mailings, selected advertising, networking and direct inquiries, and use of consultant's knowledge of candidates from other searches.
6. Screen the initial pool of applicants to a pool of six to ten (6-10) semi-finalists. Provide the City Manager with summary reports on all semi-finalists and respond to City Manager questions.
7. Work with the City Manager to narrow the semi-finalist group to finalist candidates and to discuss preliminary terms of an employment agreement.
8. Conduct in-depth interviews, detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist. Assist the City Manager with the candidate interviews, including involvement of City staff, City unions and partner agencies.

9. Coordinate and/or conduct any additional assessments and background investigations as directed by the City Manager. This could include a site visit to the workplace of finalist candidates, to speak to references and other relevant individuals in person.
10. Assist the City in the negotiation of an employment agreement with the final candidate, as directed by the City Manager and coordinated with Human Resources and legal.

### III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

#### Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm. The letter must introduce the Proposal, provide an overview of your representation according to the Statement of Work and affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 3 Sample Contract terms and conditions. The letter must designate the Proposer's contact person during the Proposal review process. Include the primary contact address, telephone# and email address. Also, identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon. Include a statement of the firm's ability to begin work January 18, 2016 and a statement that the submission is a firm offer for a 90-day period.
3. **Qualifications**- Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of human resources executive recruiting work. Include demonstrated background of the firm and of key personnel assigned to our account who will be performing the work.
4. **Resumes**- Include a resume's for the key personnel assigned to this engagement.
5. **Approach** - The proposal shall set forth a work plan necessary to accomplish the Human Resources Director Recruitment. The work plan shall include the proposed approach, description of project requirements, methodology to be followed, schedule to accomplish the tasks and any required involvement of City Staff necessary to perform the services required in this request for proposal.

Provide any additional information regarding your solution that you deem appropriate (sample materials of recruiting specifications, community profiles, recruitment brochures, invitee letters, announcements, ect.)

6. **Completed Attachment #2 - Fee Proposal** - The not to exceed flat fee proposal must list the total hours, personnel costs, and out-of-pocket expenses that were used to calculate the flat fee.

For all travel or other related expenses must be pre-approved in writing by the City and are a pass through without markup. The chosen Proposer must use City travel reimbursement rates. City follows GSA Per Diem rates that can be found at the following URL <http://www.gsa.gov/portal/category/100120>. Authorized expenses to be reimbursed by the City include: transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact City business. The City does not reimburse for alcohol, in room movies, laundry, dry cleaning, room service additional charges for in room meal delivery, or health club costs. Copies of all receipts must accompany invoice for all pre-approved reimbursable expenses.

7. **Additional Services** - If it should become necessary for the City of Springfield to request the Human Resources Executive Recruiter to render any additional services to either supplement the services requested in this RFP or to perform additional work then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal. Submit an hourly fee estimate for additional services that includes fees for Executive Recruiter Services.

If Proposer offers any post-hire coaching services, information about these services is welcomed but not required. This information will not be used to evaluate proposals.

8. **References** - Provide a minimum of three (3) references for Human Resources Executive Recruitment Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
9. **Attachment #3** – Sample Contract – in your cover letter acceptance of terms and conditions.
10. **Signed Attachment #4** – Authorization to Legally Bind Bidder
11. **Signed Attachment #5** – Minority Women Emerging Small Business Form (MWESB)

#### IV. Evaluation and Selection Criteria

A committee comprised of representatives from the City will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

##### 1. Evaluation Criteria

The following represent the criteria which will be considered during the evaluation process.

##### a. Proposal Evaluation Criteria

Criteria	Possible Points
The qualifications of the firm and experience of personnel assigned to our account	15
Experience and past performance on recruitment projects of similar positions	25
General approach and plans to meet the requirements of the RFP as well as plan for involvement of stakeholders and staff	25
Fee Proposal	30
Completeness of RFP	5
<b>Total</b>	<b>100</b>
Oral Presentation for selected firms (if any)	20
<b>Grand Total</b>	<b>120</b>

b. Oral Presentations (if any) and Final Scoring

- i. After the technical proposals have been evaluated and finalist firms have been identified, those firms will be invited to make an oral presentation to the committee.
- ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted proposal.
- iii. Firms may receive up to an additional 20 points on the presentation.
- iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.

c. Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on their Experience, Past Performance and References. If these scores are also tied, then by taking the highest scoring proposer based on Cost.

## V. Schedule for Selection Process

<b>RFP Package Available</b>	<b>November 16, 2015</b>
<b>Request for Clarification Due (if applicable)</b>	<b>December 7, 2015, noon local time</b>
<b>Response to Clarification Due (if applicable)</b>	<b>December 9, 2015</b>
<b>Proposals Due by:</b>	<b>December 15, 2015, 2pm local time</b>
<b>Review &amp; Interview (if applicable)</b>	<b>December 28-30, 2015</b>
<b>Intent to Award Notice (approximate)</b>	<b>January 4, 2016</b>
<b>Contract Award (approximate)</b>	<b>January 11, 2016</b>

Prospective Proposers may contact Jayne McMahan by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov) for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project's lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until noon local time December 7, 2015.

## VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at [www.springfield-or.gov](http://www.springfield-or.gov) (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP# 1572 Human Resources Executive Recruitment Services**).

Each Proposal must include one (1) original signed submission, four (4) printed copies clearly marked on the outside of the sealed box or envelope your firms name and address along with **"RFP#1572 Human Resources Executive Recruitment Services"** and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, December 15, 2015 at the following address:

City of Springfield  
Finance Department  
Attention: Jayne McMahan, Procurement and Contracts Manager  
225 Fifth Street,  
Springfield, Oregon 97477

## **VII. Late Proposals Not Considered**

Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

## **VIII. Addenda to RFP**

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP# 1572 Human Resources Executive Recruitment Services** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the Proposal, the decision of the City shall be final and binding upon all parties.

## **IX. Contract**

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment 3.

## **X. Negotiation of Price Agreement**

Springfield reserves the right to negotiate a final contract which is in the best interest of the City considering cost effectiveness and quality central control. Once a tentative selection has been made by the evaluation committee, City staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, City staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or City staff decides to terminate the selection process.

## **XI. City Selection Discretion**

Springfield reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. Springfield further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective Proposers.

## **XII. Proposal Ownership**

All material submitted by the Proposers shall be considered property of Springfield, and the City will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as the City's own records.

After opening, all Proposals become part of the public record unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their Proposals from disclosure as public



records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Proposals.

Robert J. Duey, Finance Director  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

### **XIII. Exceptions to Request for Proposal**

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan, Procurement and Contracts Manager  
City of Springfield, Finance Department  
225 Fifth Street  
Springfield, OR 97477  
Phone: (541) 726-3708  
jmcman@springfield-or.gov

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP#1572 Human Resources Executive Recruitment Services**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time December 7, 2015.

### **XIV. Comments Procedure**

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time December 7, 2015. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
- A description of the resulting prejudice to the prospective Proposer; and
- A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

### **XV. Protest Procedure**

Any Proposer who has submitted a Proposal to the City and who is adversely affected by the City's award of the Contract to another Proposer has seven (7) days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

Robert J. Duey, Finance Director  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

## **XVI. Cost of Proposal**

The City is not liable for any costs incurred by vendors for the preparation and presentation of their Request for Proposals. This includes any costs in the submission of a Proposal or in making necessary studies or designs for the preparation thereof.

# ATTACHMENT #2

Flat Fee Proposal

RFP 1572 Human Resources Executive Recruiting Services

		Project Manager	Talent	Talent	Admin Support	Direct Expenses <sup>1</sup>	Total/Hours	Total/NTE Cost
	Staff Name							
	Hourly rate	\$	\$	\$	\$			
Task	Task Description	# of hours	# of hours	# of hours	# of hours			
1								
1.1								
1.2								
1.3								
1.4								
1.5								
2								
2.1								
2.2								
2.3								
2.4								
2.5								
	Total Hours							
	Cost Subtotal							
Notes								
						Grand Total Flat Fee		

1. This is a worksheet to detail how the firm arrived at the flat fee proposal  
 1. Please describe what each specific direct expense is for

**CITY OF SPRINGFIELD**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
 (Type 4: For Personal Services Contracts Not Requiring Professional Liability Insurance)  
 Contract # XXX

Dated:

Parties: City of Springfield ("CITY")  
 A municipal corporation in the State of Oregon  
 225 Fifth Street  
 Springfield, Oregon 97477  
 and

("Independent Contractor")

**Additional Independent Contractor Information:**

- A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☐ Limited Liability Company ☐ Corporation  
 B. Address:  
 C. Telephone:  
 D. Fax No:  
 E. SSN or Fed. I.D. No:  
 F. Foreign Contractor ☐ Yes ☐ No  
 (Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

**City Account Number(s) To Be Charged (Include Percentages):**

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

- Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment "1" attached hereto and incorporated herein by this reference and in an amount not to exceed \$\_\_\_\_\_.
- Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1.
- Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [accountspayable@springfield-or.gov](mailto:accountspayable@springfield-or.gov). Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXX
- Term.** This Agreement is effective as of the date first set forth above and shall continue until \_\_\_\_\_, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

5. **Sourcing.** Independent Contractor selected from RFP#1572 issued November 16, 2015.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
7. **First Point of Contact.**  
**Independent Contractor:** [insert name, ph# and email address]  
**CITY:** [insert name, ph# and email address]
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its

officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.

**16. Insurance.**

**16.1 General Insurance.** The Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

**16.2 Workers' Compensation.** Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for the exemption shall be provided to the City

**16.3 Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**16.4 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

**16.5 Equipment and Material.** The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**16.6 Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

**16.7 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

**17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY

shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

18. **Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
19. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
20. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
21. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
22. **Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
23. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
24. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
25. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
26. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
28. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
29. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
31. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
32. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
33. **Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**EXHIBIT "A"**

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

**Independent Contractor Status**

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following five requirements are met:

1. The person maintains a business location:
  - a. That is separate from the business or work location of the person for whom the services are provided; or,
  - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
  - a. The person enters into fixed-price contracts;
  - b. The person is required to correct defective work;
  - c. The person warrants the services provided; or,
  - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
3. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
4. The person makes a significant investment in the business, through means such as:
  - a. Purchasing tools or equipment necessary to provide the services;
  - b. Paying for the premises or facilities where the services are provided; or
  - c. Paying for licenses, certificates or specialized training required to provide the services.
5. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

**EXHIBIT “B”**

**City of Springfield  
Public Contracts  
Conformance with Oregon Public Contractors Laws**

**Pursuant to Oregon law, every public contract shall contain the following conditions:**

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**If this agreement is for a public improvement, the contract shall contain the following conditions:**

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

## ATTACHMENT 3

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).
- An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

**If this agreement is for demolition, the contract shall also contain the following conditions:**

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

## **ATTACHMENT 4**

### **Authorization to Legally Bind Bidder**

**The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.**

\_\_\_\_\_  
**(Signature of person authorized to bind Bidder)**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Print Name of Person signing as authorized to bind Bidder**

\_\_\_\_\_  
**Title of Person signing as authorized to bind Bidder**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**email address**

# Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # \_\_\_\_\_ or Project No. P \_\_\_\_\_

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

CCB#/PE#/Other Registration: \_\_\_\_\_

Business Address: \_\_\_\_\_

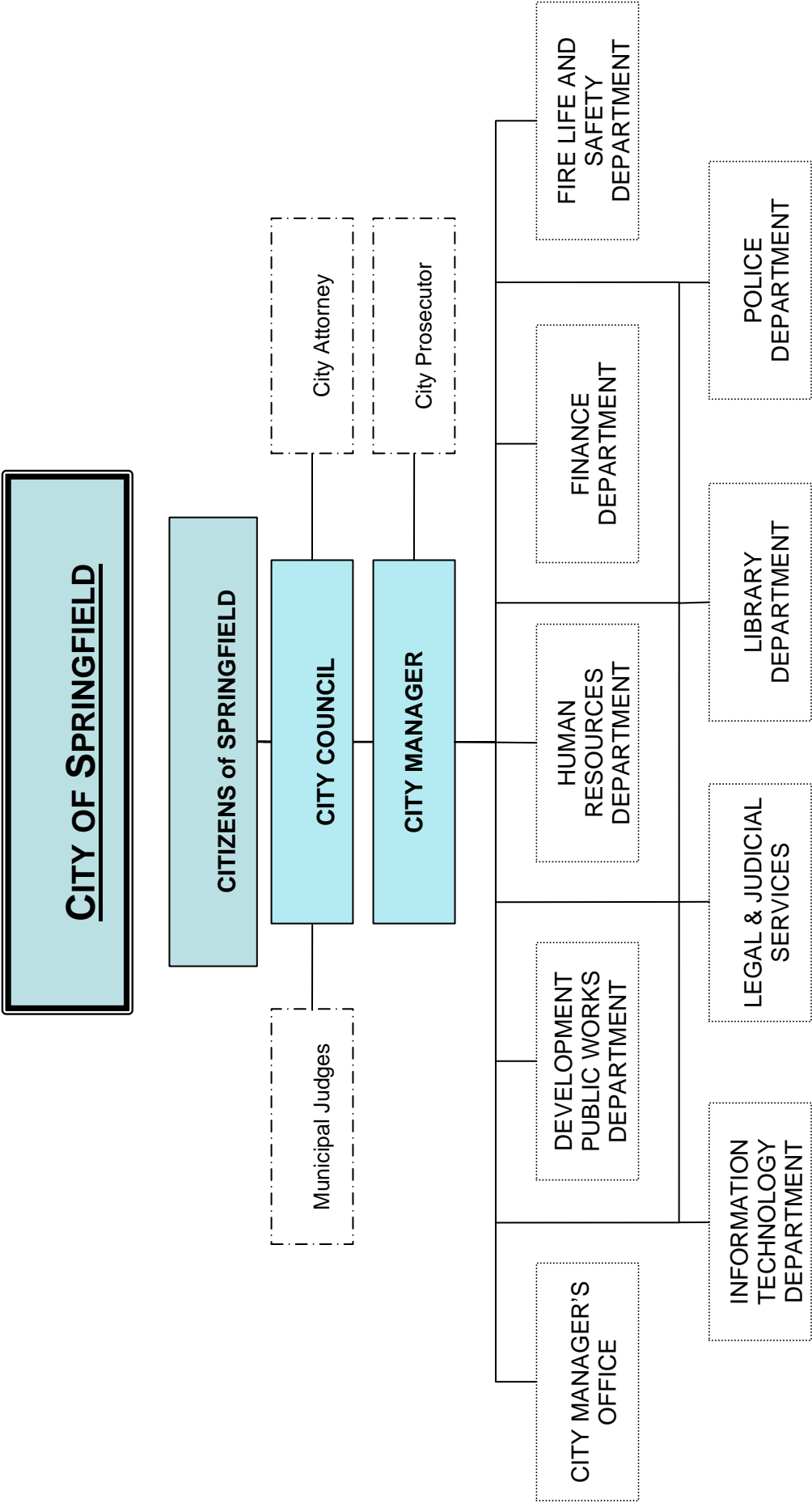
Business Phone: \_\_\_\_\_

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- ☐ Oregon Minority-owned Business
- ☐ Oregon Woman-owned Business
- ☐ Oregon Emerging Small Business
- ☐ Federal Disadvantaged Business Enterprise (DBE)

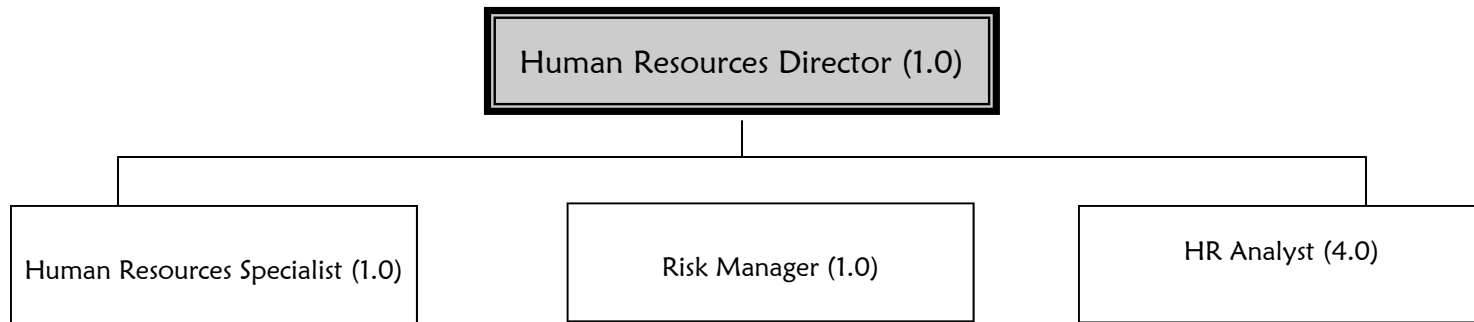
First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as necessary:



# Human Resources Department

Total FTE: 7.0





# EXECUTIVE MANAGER

## Classification Specification

### City of Springfield, Oregon

*A classification specification defines the general character and scope of responsibilities of all positions within a job classification. This description does not list every duty for a given position; specific position assignments will vary depending on business needs.*

General Information	
<b>Classification Title</b>	Executive Manager
<b>Classification Code:</b>	MGREXE
<b>Effective Date:</b>	7/1/2011
<b>Pay Grade:</b>	E81-E82/E91
<b>FLSA Status:</b>	Exempt

### Classification Summary

The Executive Manager is responsible for directing, coordinating, and managing all activities related to an assigned City department including the development of programs critical to the success of the City. Incumbents apply advanced management principles with critical impact on citizens and the organization; employ strategic thinking having long-term citywide application and impact; develop and implement programs critical to the City; and control complex functions and major resources. Incumbents provide overall direction for City Departments and functions.

Positions are accountable for major program outcomes for the department as well as integration with other departments. Direction is given across functions or organizations, with responsibility for overall objectives, staffing and resource allocation.

### Distinguishing Characteristics

- This is the executive level in the management series.
- Executive Managers are concerned with formulating or adjusting programs for the major functions/divisions/departments, and allocating resources (facilities, people, money, materials). The responsibilities of this classification are citywide in nature and decisions involve the development of broad organizational direction.
- Executive Managers are differentiated from Assistant City Manager as responsibility of the higher level classification is concerned with assisting the City Manager with all aspects of the City's management.

Essential Duties	
<i>The duties listed below are a typical sample; position assignments may vary.</i>	
	Under the direction of the City Manager, implements the strategic objectives established by the City Council.
1	Directs and manages staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring that staff is trained; ensuring that employees follow policies and procedures, and maintaining a healthy and safe working environment; and, making hiring, termination, and



<b>Essential Duties</b>	
	disciplinary recommendations.
2	Plans, directs, and evaluates departmental policies, procedures, activities/operations, broad long range strategies and goals; maintains, updates, and ensures compliance of procedures.
3	Directs and reviews the analysis of a variety of reports and information; determines and provides oversight for the initiation of necessary changes in departmental operations;
4	Facilitates, leads, and/or participates in meetings, proceedings, and committees; represents the department and City at meetings and conferences; serves as a liaison between departments, external organizations, the general public and other agencies.
5	Provides advice in area of expertise to City Officials, City Council, and management teams.
6	Directs and participates in the preparation of departmental budgets, financial reports, and operational and/or capital improvement budgets; monitors revenues and expenditures.
7	Develops and implements programs, controls complex functions and resources.
8	Ensures the department's compatibility with organizational goals and strategic initiatives.
9	Actively supports an inclusive and respectful work environment.
10	Performs other duties of a similar nature or level.

<b>Qualifications</b>
<i>An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.</i>
<b>Training &amp; Experience:</b> <ul style="list-style-type: none"> <li>Bachelors Degree in a related field; and 7-10 years increasingly responsible experience in a field related to area of assignment; and 5 or more years of management experience (including at least 2 years of executive management experience or experience equivalent in scope or complexity).</li> </ul>
<b>Degree and Licensing and/or Certification Requirements:</b> <ul style="list-style-type: none"> <li>Based upon assignment, a Master's Degree may be required.</li> <li>Based upon assignment, specified licenses and/or certifications may be required.</li> <li>Valid Oregon Driver's license at time of appointment, depending on area of assignment.</li> </ul>
<b>Knowledge Required:</b> <ul style="list-style-type: none"> <li>Leadership principles and practices;</li> <li>Advanced administration and management principles and practices;</li> <li>Public administration and governmental operations;</li> <li>Policy and procedure development practices;</li> <li>Advanced principles and practices and systems of assigned area of responsibility;</li> <li>Strategic planning principles;</li> <li>Public relations methods and techniques;</li> <li>Budget development and administration principles and practices;</li> <li>Grant and/or contract administration principles;</li> <li>Advanced project management principles;</li> <li>Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;</li> <li>Inclusive and respectful work place practices.</li> </ul>
<b>Skills Required:</b> <i>(Demonstrated skill in performing the following)</i> <ul style="list-style-type: none"> <li>Creating, modeling, and maintaining a respectful and inclusive work environment;</li> <li>Developing and monitoring safe work practices, and managing hazards in accordance with best practices;</li> <li>Personnel administration;</li> <li>Planning, organization, judgment and decision making relative to multiple projects and initiatives;</li> </ul>

## Qualifications

- Analysis, research, and policy development;
- Mediating and resolving conflict; advanced problem solving;
- Interpreting and applying Federal, State, and local laws and regulations;
- Conducting complex problem solving, and utilizing critical thinking;
- Managing legal and regulatory changes;
- Securing the confidence and cooperation of other agencies, officials, and staff;
- Creativity in identifying operational and other departmental needs and responding strategically.
- Managing budgets;
- Preparing and giving presentations;
- Representing the department on various committees;
- Using computers and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, management, City officials, City Council, the general public, etc. sufficient to exchange or convey information and to receive work direction;
- Working effectively with clients, co-workers, employees, supervisors, and others from diverse backgrounds.

## Physical Requirements

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subject to travel.

## Classification History

2009.06 – Draft prepared by Fox Lawson & Associates, LLC (CC)

2010.11 – Revisions by HR

2011.07 – Adopted

# CLASSIFICATION ADDENDUM

## Job Title: Human Resources Director

Classification Specification: Executive Manager

Barg Unit: Non

Pay Grade: E81

*This classification **addendum** further clarifies job specific duties and requirements of a job within a particular classification. Note: The classification specification document is to be referenced and this document utilized as the addendum (supplement). It is intended to provide additional information, where needed, and is not intended to provide an exhaustive list of duties and responsibilities; specific position assignments will vary depending on business needs.*

### Essential Characteristics and Duties Addendum

The Human Resources Director performs duties directing all aspects of the personnel, benefits, risk management and support services programs. Directs, plans, coordinates, and evaluates the operations of the department; develops and administers the department budget; formulates, implements, and interprets policy as it relates to personnel management in areas such as; legal compliance, benefits, risk management, employee relations, equal employment opportunity; serves on the City Executive Team; performs tasks and assigned projects to assist the City Manager and Assistant City Manager; manages and supervises activities related to recruitment and selection; directs the City's Affirmative Action program; serves as the City's EEO Coordinator; investigates or supervises investigations; develops and maintains cooperation and communication between bargaining units and management; directs personnel; counsels/provides technical assistance to staff and management; serves as liaison for the Employee Assistance program; manages the employee recognition program, and administers the performance evaluation program; manages classification and compensation plans; provides direction for the Risk Management Program; administers an Employee Benefits Program; accountable for training and organizational development functions. Performs related duties as assigned.

### Qualifications Addendum

*An entry-level person would be expected to possess the following or any equivalent combination of knowledge, skills, education and experience in order to successfully perform the job.*

#### Training & Experience:

- In the field of human resources management, public administration or related with increasingly responsible experience in human resources, including management and executive management experience.

#### Licensing Requirements:

- N/A

#### Knowledge:

- Principles and practices of human resources administration, to include benefits administration, risk management, labor relations, performance management;
- Workforce development principles and practices;
- Investigative and fact-finding techniques;
- Federal, State, and local legislation, as related to human resources operations.

#### Skills: *(Demonstrated skill in performing the following)*

- Mediating conflict, and in consultation/advisement in effectively resolving complex issues.

**Essential Characteristics and Duties Addendum****Qualification For Grade Progression:** N/A**Physical Requirements Addendum**

Sedentary Work as defined in the classification specification. Further definition of the physical requirements of the position can be found in a job task analysis.  
Travel as required.

**Addendum History**

Created: 2012.01